# AFTAB PUREVAL
# HAMILTON COUNTY CLERK OF COURTS

## COMMON PLEAS DIVISION

**ELECTRONICALLY FILED**
**August 23, 2019 10:31 AM**
**AFTAB PUREVAL**
**Clerk of Courts**
**Hamilton County, Ohio**
**CONFIRMATION 873524**

**KIMBERLEE SLUSHER** **A 1903993**

**vs.**

**THE CINCINNATI REDS LLC**

## FILING TYPE: INITIAL FILING (OUT OF COUNTY) WITH NO JURY DEMAND

## PAGES FILED: 6

EFR200

VERIFY RECORD

**COURT OF COMMON PLEAS**
**HAMILTON COUNTY, OHIO**

KIMBERLEE SLUSHER
6610 Amsterdam Drive
Liberty Township, Ohio 45044

CASE NO.

JUDGE

and

DAVID SLUSHER
6610 Amsterdam Drive
Liberty Township, Ohio 45044

Plaintiffs

-vs-

**COMPLAINT**

THE CINCINNATI REDS, LLC
C/O James A. Marx, Statutory Agent
Great American Ball Park
100 Joe Nuxall Way
Cincinnati, Ohio 45202

and

HAMILTON COUNTY BOARD OF COMMISSIONERS
138 East Court Street, Room 603
Cincinnati, Ohio 45202

and

HUMANA
C/O CSC Lawyers Incorporating Service
50 W. Broad Street, Ste. 1800
Columbus, Ohio 43215

and

DELTA DENTAL OF MICHIGAN
C/O Corporation Service Company
50 West Broad Street, Ste. 1330
Columbus, Ohio 43215

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and

ABC CORPORATION
Name and Address unknown

and

JOHN DOE EMPLOYEES, AGENTS,
AND OR CONTRACTORS, #1-#3
Name and Address unknown

Defendants

* * * * * * *

**PARTIES AND JURIDCTION**

1. Plaintiffs, Kimberlee Slusher and David Slusher are and were at all times relevant residents of Warren County, Ohio.

2. Kimberlee and David Slusher are and have been, at all times pertinent hereto, husband and wife.

3. The Cincinnati Reds, LLC, is a limited liability company organized under the laws of the state of Ohio and doing business at Great American Ball Park, 100 Joe Nuxall Way, in the city of Cincinnati, Hamilton County, Ohio.

4. Hamilton County, through the Hamilton County Board of Commissioners, owns and operates the property known as Great American Ball Park located at 100 Joe Nuxall Way, Cincinnati, Ohio 45202.

5. All parties are subject to this Court's jurisdiction as the acts and/or omissions complained of occurred in Hamilton County, Ohio.

6. Venue is proper in Hamilton County, Ohio.

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7. Defendants, The Cincinnati Reds, LLC and Hamilton County Board of Commissioners, maintained and operated the Great American Ball Park and were at all times responsible to keep the premises in a safe condition.

8. On August 25, 2017, Plaintiffs were invitees of Great American Ballpark in Cincinnati, Hamilton County, Ohio, when a foul ball struck the right side of Plaintiff Kimberlee Slusher's face causing serious injuries requiring extensive treatment.

9. There was no netting or other safety feature to protect Plaintiff Kimberlee Slusher from foul balls.

10. The Cincinnati Reds, LLC, and Hamilton County knew or should have known of the risk of injury to invitees caused by foul balls.

11. In fact, on September 21, 2017, less than one month after Plaintiff's injury, The Cincinnati Reds, LLC, announced a plan to install expanded netting at Great American Ball Park ahead of the 2018 season. The new netting would stretch to the far ends of each dugout.

12. Defendants ABC Corporation and John Does, #1-#3 were also responsible for the design, construction, and maintenance of Great American Ball Park and knew or should have known of the risk of injury created by the inadequate netting. Their identities are unknown and cannot reasonably be discovered at this time.

**NEGLIGENCE (The Cincinnati Reds, LLC; Hamilton County Board of Commissioners; ABC Corporation; and John Doe Employees, Agents, and/or Contractors, #1-#3)**

13. Plaintiffs hereby incorporate Paragraphs one through twelve of the Complaint as if fully rewritten herein.

14. Defendants owed a duty of reasonable care to protect invitees from unreasonably dangerous and/or defective conditions, which they knew or should have known posed an unreasonable risk of harm to invitees and in particular to Plaintiff, Kimberlee Slusher, including the known risk of serious injury or death posted by baseballs being hit into the stands.

15. Defendants failed to properly warn invitees like Kimberlee Slusher of the risk of serious injury or death posed by baseballs being hit into the stands.

16. Defendants had a duty to correct any known or discoverable dangerous or hazardous condition that would pose a damager to invitees, which Defendants knew, or should have known existed.

17. Defendants negligently failed to ensure that the premises were safe and free from any and all dangerous or hazardous conditions and defects that would pose a risk of harm to invitees and to Plaintiff Kimberlee Slusher.

18. Defendants negligently maintained the premises at the Great American Ball Park in an unreasonable and dangerous condition.

19. On or about August 25, 2017, Defendants breached its duty of care by failing to inspect for a dangerous condition that was readily discoverable by Defendant.

20. On or about August 25, 2017, Defendants breached its duty of care by failing to correct a dangerous condition that was readily discoverable by Defendant.

21. On or about August 25, 2017, Defendants failed to warn or otherwise notify its invitees and plaintiff Kimberlee Slusher of a dangerous condition on the premises of Great American Ball Park, which Defendants knew or should have known existed.

22. On or about August 25, 2017, Defendants created an unreasonable and dangerous condition on the premises at Great American Ball Park that posed a risk of harm to invitees.

23. As a direct and proximate result of the negligence of Defendants, Plaintiff, Kimberlee Slusher, suffered severe injuries to her body including but not limited to concussion; dental injuries causing loss of teeth and resulting in surgery; headaches; right hip sprain; has suffered severe and permanent injuries; has experienced severe pain and suffering and will continue to experience same in the future; has incurred medical expenses and will continue to incur further medical expenses in the future; has lost wages and will continue to lose wages in the future; and has sustained a loss of the enjoyment of life.

**SUBROGATION (Humana)**

24. Plaintiffs incorporate the allegations contained in paragraphs one through twenty-three as if fully rewritten herein.

25. Defendant Humana may have paid medical payments benefits to or on behalf of Plaintiff under its insurance policy and may claim a subrogation interest.

26. Defendant Humana should plead its claim or forever be barred from pursuing it.

**SUBROGATION (Delta Dental of Michigan)**

27. Plaintiffs incorporate the allegations contained in paragraphs one through twenty-six as if fully rewritten herein.

28. Defendant Delta Dental of Michigan may have paid medical payments benefits to or on behalf of Plaintiff under its insurance policy and may claim a subrogation interest.

29. Defendant Delta Dental of Michigan should plead its claim or forever be barred from pursuing it.

## LOSS OF CONSORTIUM

30. Plaintiffs hereby incorporate paragraphs one through twenty-nine of the Complaint as if fully rewritten herein.

31. Plaintiff, Kimberlee Slusher is the wife of Plaintiff, David Slusher.

32. As a direct and proximate result of the negligence of Defendant, Plaintiff, David Slusher has suffered loss of companionship, loss of consortium, and loss of services.

**WHEREFORE**, Plaintiffs, Kimberlee and David Slusher, demand judgment against Defendants, The Cincinnati Reds, LLC, Hamilton County Board of Commissioners, ABC Corporation, and John Doe Employees, Agents and/or Contractors, #1-#3, jointly and severally, for an amount in excess of $25,000.00, plus interest and costs, and all other relief to which Plaintiffs may be entitled.

Respectfully submitted,

/s/ Joseph T. Mordino
CHRISTINE C. STEELE, #0055288
JOSEPH T. MORDINO, #0065001
Attorneys for Plaintiffs
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Cincinnati, Ohio 45202
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## PRAECIPE TO THE CLERK:

Please serve the Complaint upon the named Defendants via certified mail U.S. Mail, return receipt requested; ordinary mail waiver.

/s/ Joseph T. Mordino
JOSEPH T. MORDINO